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ORDEN SUPPLIES OR SERVICES

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER | CONTRACT NO. 12/13/2011 | GS35F4797H

ORDER NO. EP-G12H-00032

Admin Office: Admin Office: HPOD British Brotection Agency Ariel Rios Building 1200 Fennsylvania Avenue, N. W. Mail Code: 3803R Nashington DC 20460 Federal quote dated September 16,2011 SES3 Task Order EP-G12H-00032, CMIS Transition Support II (OMIS2) is issued under EPA BEA 0777 in accordance with CGI Federal quote dated September 16,2011.	ITEM NO.	SUPPLIES/SERVICES	QUANTITY	LIMIT	UNIT	P-G12H-00032 AMOUNT	I
Admin Office:	(a)		ORDERED		PRICE	AWOUNT	QUANTITY ACCEPTED
### ### ##############################			(c)	(d)	(e)	(f)	(g)
US ENVironmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Cods: 3803R Washington DC 20460 Period of Period of Performance: 12/19/2011 to 12/18/2012 SRS3 Task Order EP-C12H-00032, CMIS Cransition Support II (OMIS) is issued under EPA BPA 0777 in accordance with CGI Pederal quote dated September 16,2011. 0001 Base Period 12/19/2011 - 12/18/2012 Cetling 6337,227.08 Fully Funded Obligation Amount\$337,227.08 Incrementally Funded Amount: \$337,227.08 Accounting Info: 11-12-C-2655000-404FB2APV-2512-112655C 208-002 EPF: 11 EPF: 12 Pund: C Budget Org: 2655000 Program (PEC): 404FB2AFV Budget (SCO): 2512 Job %: LPED0000 DCN - Line ID: 112655C2D8-002 Funding Flag: Fartial Punded: \$135,000.00 Accounting Info: 11-12-C-2655000-404FB2AFW-2512-112655C 208-003 BFY: 11 EPF: 12 Fund: C Sudget Org: 2655000 Program (PEC): 404FB2AFW Budget (BCC): 2512 Job %: LPED0000 DCN - Line ID: 112655C2D8-003 Funding Flag: Fartial Funded: \$202,227.08 0002 Option Period I 12/19/2012 - 12/18/2013 Ceiling S284,651.00 Amount: \$284,651.00 Amount: \$284,651.00 Option Period 2 12/19/2013 - 12/18/2014 Continued Option COTAL CAMBRED FORWARD TO: STAME STREET TOWN.		A STATE OF THE STA	38				
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SUPPLIES OR SERVICES CONTINUATION



PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

GS35F4797H

ORDER NO.

12/13/2011 EP-G12H-00032 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT QUANTITY ORDERED (a) ACCEPTED (c) (e) (f) Ceiling \$232,796.76 (g) Amount: \$232,796.76(Option Line Item)

\$0.00

		12 N	Page 3 of 4				
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	STIMATED COST AMOUNT (F)		
	Amount: \$170,000.00						
			V _a				
26							
	NEW DELIVERY LOCATION RECORD:						
	Amount: \$232,796.76		e				
	Days after award: Unassigned						
	Shipping Address:	. 86					
	ORD OSIM-RTP		3.45				
	US ENVIRONMENTAL PROTECTION AGENCY		1.5		" · · · · · · · · · · · · · · · · · · ·		
	ORD OFFICE OF SCIENTIFIC INFO MGMT	-					
	109 TW ALEXANDER DRIVE	8	8				
	MAILCODE D343-04	* 11	1 10				
	RESEARCH TRIANGLE PARK NC 27709	*	8				
		1 9 1	*				
	FOB: Destination						
	Period of Performance: 12/19/2011 to 12/18/2013	V 10	, A				
1 1 1 1	reliod of refrontance. 12/19/2011 to 12/10/2013						
	change item 0001 to read as follows (amount shown						
	is the committed amount):	The State of the S					
	is the committeed amount;	4					
	GROS Week Onder ED G10H 00030 OMIC Wrongition	,					
	SES3 Task Order EP-G12H-00032, OMIS Transition	12					
, , , , ,	Support II (OMIS2) is issued under EPA BPA 0777		<i>e</i>				
	in accordance with CGI Federal quote dated						
	September 16,2011.						
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0001	Base Period		100		-170,000.00		
	12/19/2011 - 12/18/2012						
	Ceiling \$337,227.08	1					
	Accounting Info:	- N					
	11-12-C-2655000-404FB2APV-2512-LPED0000-112655C208						
	-002 BFY: 11 EFY: 12 Fund: C Budget Org: 2655000	12					
	Program (PRC): 404FB2APV Budget (BOC): 2512 Job						
	#: LPED0000 DCN - Line ID: 112655C208-002						
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OMIS TRANSITION SUPPORT II PERFORMANCE WORK STATEMENT

Estimated hours: 6,600

INTRODUCTION

Under the Administrative Efficiencies Project (AEP), the Office of Research and Development (ORD) is moving to remedy an increasing number of performance challenges resulting from business processes disconnected from EPA information assets, insufficient collaboration and information-sharing capabilities, outdated information management technologies and approaches, and increasing demand for administrative support in an environment of sharply reduced budget dollars. The solution has involved the reshuffling of personnel as well as information resources, both of which have impacted ORD's resource management system, the ORD Management Information System (OMIS) and all of its dependent systems. With the project restrictions that OMB mandated in FY10, AEP's plans to develop the administrative systems that were to replace OMIS were reduced to a piecemeal implementation. OMIS must now not only continue to operate, adjusting as its functionality is superseded bit-bybit, but also interface with the very systems intended to replace it until they reach maturity. Because it was built on aging technology, OMIS must also adapt to a changing IT environment for as long as it is needed during the transition period. This change in the approach to replace OMIS necessitated a second OMIS Transition Support Task Order, the first of which was never intended to extend the life of OMIS across a long, protracted transition period.

ORD seeks Contractor support to (1) analyze the impact that any piecemeal streamlining resulting from the AEP and the Federal Lines of Business solutions will have upon OMIS and any of its downstream dependencies; (2) prepare a plan of action to remove or reduce the impact to both OMIS and dependent systems and to eliminate duplicative functionality between OMIS and alternate mandatory systems, and (3) redesign and retrofit OMIS to changing specifications, whether from the user community, the IT architecture, or interfacing systems.

BACKGROUND

OMIS

The ORD Management Information System (OMIS) is a large Oracle-based application, classified by the Office of Management and Budget (OMB) as a CPIC-Lite IT investment, designed to assist ORD management and administrative staff in the planning and managing of ORD resources. It is comprised of four (4) independent modules:

- Integrated Resources Management System (IRMS) integrates research planning, budget formulation, budget execution, and performance management. It is a tool for ORD to align its budget and spending with performance outputs and outcomes by incorporating multiyear plans (MYP), which provide a blueprint for research in ORD for the next five to ten years. IRMS also provides performance management capabilities to track the status of Annual Performance Goals and Annual Performance Measures essential for accountability requirements, in accordance with the Government Performance and Results Act (GPRA).
- Human Resources (HR) assists in the management and projection of Personnel Compensation & Benefits (PC&B) resources, the maintenance of current and planned staffing profiles, and the analysis of workforce utilization data.
- Procurement/Acquisition of Capital Equipment (PACE) is a smaller, more specialized module that assists
 in the management of the ORD scientific equipment program from needs review and evaluation to
 escrow accounting management and purchase approval.

Facilities Management Planning (FMP), another small module, provides a tool for planning, coordination, and oversight of all buildings and facilities new construction and repair and improvement needs at all

OMIS helps reduce the need for double data entry in a number of ORD and Agency applications. For example, the IRMS module provides an electronic interface with the Agency's financial management system, IFMS, through the Single Point of Data Entry (SPODE) application and through the nightly download of obligation and expenditure data. The Human Resources module provides personnel data to Biosketch, the Science Inventory (formerly called the Environmental Information Management System or EIMS), the ORD Address Book, and other applications that would otherwise need to be maintained manually. The ORD Address Book in turn feeds many Lotus Notes applications that depend upon it for Employee or Organizational reference tables.

FSMP

In 1989, EPA implemented the Integrated Financial Management System (IFMS) as its core financial management and budget execution system and in 2001 began the process to replace the aging IFMS called the Financial System Modernization Project (FSMP), which had significant delays in the implementation timeline. The Agency awarded a contract in February 2007 and it wasn't until April 2008 that EPA was authorized to proceed with work. Specialized workgroups were formed to study a particular administrative function or Line of Business (LOB) in an effort to streamline, standardize, and define business requirements and processes for the new system but which presented other items to resolve. In June 2010, the Office of Management and Budget (OMB) halted all large-scale modernization efforts in an attempt to rein in costs, mandating that such projects be split into smaller, simpler segments with clear deliverables. FSMP was able to continue its Budget Execution module, but has had to delay Budget Formulation. There has also been a delay in finalizing the account code structure resulting in other changes. All of these combined, resulted in needed adaptive development to OMIS in order to continue operations for ORD.

PURPOSE AND SCOPE

The purpose of this Task Order is to develop and implement IT solutions to: 1) enhance and modify OMIS to integrate with the Compass application and ensure compatibility with changes to existing administrative systems architectures; 2) ensure that OMIS business functions complement business functions supported by other systems; AND 3) keep OMIS and its dependencies functioning, minimizing the interruption of the day-to-day business process within ORD. .

IMPORTANT DEFINITIONS:

By definition New Development is when:

- A new system is required based on a new mission need;
- Several legacy systems are consolidated into a single system;
- A significant change or addition to the system's functional requirements (50% or greater) is necessary:
- Work is of a medium to high risk and complexity;
- Technology new to EPA is introduced into a system; and/or
- Proposed system upgrades will require more than one year to implement

Modification / Enhancement is a type of development that makes changes to an existing system. Modification/Enhancement projects typically meet the following characteristics:

- Updates to a current system are necessary to fulfill an existing mission need;
- Several maintenance projects are combined to keep a legacy system effective and efficient;
- Minimal change or addition to a system's functional requirements (49% or less) is necessary;
- Work is of low to medium risk and complexity;
- Upgrades to existing technology are necessary; and/or
- Work requires more than 240 hours to complete, typically 4 to 12 months.

This Task Order PWS does NOT include Maintenance.

Maintenance involves making minor changes to systems, usually in response to defects found in the system or urgent new requirements. Maintenance projects typically meet the following criteria:

Minor updates to a current system are necessary to fulfill an existing mission need;

- Changes or updates are necessary for a legacy system to remain effective and efficient
- There is little or no change to the system's functional requirements;

Work is of low risk and complexity;

Patches or tweaking of existing technology is necessary;

This Task Order will address the fourtasks outlined below:

Task I:

Task Order Management

Task II:

Requirements Analysis and Refinement

Task III:

Application Development

Task IV:

Application Modification / Enhancement

TASK I. <u>Task Order Management</u>

Subtask A. <u>Task Order Management Plan</u>

The Contractor shall provide a Task Order Management Plan which describes the management approach, tools, and controls used/implemented for the oversight of all aspects of the Task Order. The Plan shall outline the organizational resources, functions, roles and responsibilities. A single point of contact shall be identified to address all contract administration and reporting issues.

Subtask B. Progress Reporting

The contractor shall provide progress reporting that monitors performance and finances associated with this Task Order. ORD reserves the right to provide the format and elements that the Progress Report will include. At minimum, the following:

- (a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of a project/activity completed, and a description of the work accomplished to support the cost. Include the estimated percentage of task completed during the reporting period. The contractor shall include the next month anticipated/planned activities in the current month progress report with a crosswalk between what was "planned next month activities" to "actual next month activities."
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization.
- (d) The report shall specify financial status as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative Task Order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and

remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For labor hours:

- A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
- For the current reporting period, display the expended direct labor hours, and the total loaded direct labor costs.
- For the cumulative Task Order period display: the negotiated and expended direct labor hours and the total loaded direct labor costs.
- Display the estimated direct labor hours and costs to be expended during the next reporting period.
- Display the current dollar obligated in the Task Order, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- Unbilled allowable costs (e.g. subcontractor hours). Display the total costs incurred but unbilled for the current reporting period and cumulative for the Task Order.
- Display the estimates of remaining direct labor hours and costs required to complete the Task Order.
- Provide a graph using a vertical axis for dollars and a horizontal axis for expenditures against the total estimated cost of the Task Order.
- A list of deliverables and/or activities performed during the reporting period.

Subtask C. Financial Reporting

ORD requires a mechanism for providing costs and estimates at the project/activity level with the capability to track costs to the various tasks identified in this Task Order. All costs associated with projects/activities shall be itemized in the monthly report as well as reported at an aggregate level.

- Work estimates shall include costs associated with each major project milestone/phase.
- All cost-tracking for work to be billed should include information to identify the following:
 - a. Task Order Number
 - b. Task Number
 - c. Project/Activity
 - Create financial reports and track costs at a detailed level and produce standard reports as well as ad hoc reports:
 - Costs shall be included in the monthly financial report due by the 15th of the month following the month reported.
 - Reports shall be accurate, clear, complete, timely and in accordance with the requirements in the work request. Information in the monthly progress reports should be consistent with costs identified in the associated monthly invoice and consistent with generally accepted accounting principles.

Contractor should identify project/activity level that will be tracked as part of its quote. EPA reserves the right to adjust this tracking after award.

Task I Deliverables

Subtask I-A-1: Task Order Management Plan

15 Calendar days after Task Order award

Subtask I-B-1: Progress Reporting

On or before the 15th day of each month

Subtask I-C-1: Financial Reporting and Cost Tracking

On or before the 15th day of each month

Requirements Analysis and Refinement TASK II.

Requirements Analysis and Refinement focuses on the collection and validation of ORD administrative business needs, dependencies and constraints, and identifying the appropriate solution for addressing the specified needs in the context of the OMIS system. Work performed under this Task Order may necessitate identifying new requirements/business functions that need to be addressed; however some projects will have fully documented requirements/dependencies, so this task will also require the comprehension and refinement of the requirements. This task may include the following:

- A. Identify/Review business processes and technical/functional requirements
- B. Identify roles and responsibilities as they relate to system requirements
- C. Identify dependencies on specific processes/other systems or applications
- D. Identify instances where integration with existing systems is necessary
- E. Identify constraints and schedule drivers
- F. Identify and analyze risks (which includes privacy considerations as well as security)
- G. Demonstrate understanding of documented requirements when provided by ORD

Deliverables will consist of the following:

- Requirements Analysis document that demonstrates an understanding of the business processes/functions, roles, responsibilities, and risks
- System element mappings to identify dependencies/integration with existing systems

TASK III. <u>Application Development</u>

Development will consist of the creation of new applications/systems or the modernization of existing systems within the OMIS framework and adhering to EPA application development standards and guidelines, as well as industry best practices (utilizing Capability Maturity Model Integration, CMMI, standards). Development projects may be small-scale based on a single business process, or more complex, requiring extensive workflow and integration with other systems or software platforms. This may include the development of web interfaces/pages. All development must adhere to EPA software, architecture and application security standards. Standard software release processes should be followed to minimize risk to the production environment.

The Vendor is responsible for providing a separate development/test environment that remains consistent with the EPA and ORD production environments.

Deliverables will consist of the following:

- Project Work Plan/Schedule
- Written documentation providing in-depth functional and operational system requirements
- Written documentation detailing the technical approach required to implement the solution(s) in the EPA/ORD application environment
- Written documentation providing the solutions used to address technical limitations as they relate to the applied solution/approach
- Security/Privacy Impact Assessment

- System Test & Validation Plan
- Demonstration of technical solution addressing requirements as identified
- Plans for User Acceptance Testing
- System/Technical Administration Guide
- User Guide/Training Material

SUBTASK IIIa. PACE Enhancement

The PACE module (Procurement & Acquisition of Capital Equipment) is a module within the OMIS suite which will require enhancements and modifications to make certain that the PACE architecture will integrate and be compatible with changes made to the Agency's existing information technology architecture, to meet the business needs of the ORD.

SUBTASK IIIb. FMP Enhancement

Is a module within the OMIS suite which will require enhancements and modifications to make certain that the FMP architecture will integrate and be compatible with changes made to the Agency's existing information technology architecture to meet the business needs of the ORD. SUBTASK IIIc. HR Enhancement The Human Resources (HR) module of OMIS provides the ability to accurately project salaries for budget planning purposes, a functionality that is not offered by any Agency-level financial software which will need to provide full functionality in a Web enabled environment and be compatible with the Agency's existing information technology architecture to meet the business needs of the ORD.

Application Modification / Enhancement TASK IV.

Modification will consist of the alteration of existing OMIS software/databases in response to changes in current business or IT environment during the transition to Agency administrative systems so that over-all business functionality is retained, whether the functionality is found in OMIS or is assumed by a replacement system. Enhancements are considered to be changes that increase functionality or improve OMIS, usually in response to new business or IT requirements, such as expanding the Account Code Structure or moving the user interface from the client PC to the World-Wide Web, satisfy section 508 requirements, and also consider the feasibility of single user sign on authentication. As with development, modifications are in accordance with EPA application development standards and guidelines, as well as industry best practices (utilizing Capability Maturity Model Integration, CMMI, standards). All modifications must adhere to EPA software, architecture and application security standards. Standard software release processes should be followed to minimize risk to the production environment.

The Vendor is responsible for providing a separate development/test environment that remains consistent with the EPA and ORD production environments.

Deliverables will consist of the following:

- Project Work Plan/Schedule
- Written documentation providing in-depth functional and operational system requirements
- Written documentation detailing the technical approach required to implement the solution(s) in the EPA/ORD application environment
- Written documentation providing the solutions used to address technical limitations as they relate to the applied solution/approach
- Security/Privacy Impact Assessment
- System Test & Validation Plan
- Demonstration of technical solution addressing requirements as identified
- Plans for User Acceptance Testing
- System/Technical Administration Guide
- User Guide/Training Material

The following Subtasks are anticipated, given the uncertainty of events:

SUBTASK IVa. Modify IRMS to interface with FSMP

It is anticipated that the Budget Execution function of the Financial System Modernization Project (FSMP/BE) will go live in October 2011 and supersede all other Agency systems that track expenditures. Since IRMS, the financial module of OMIS, has budget formulation as well as budget execution functionality, it will need to be modified to depend upon FMSP for all expenditure tracking, while retaining its budget formulation and financial reporting capabilities.

- To communicate with the Momentum ODS as the warehouse of spending transactions in place of the Financial Data Warehouse (FDW)
- To exchange reprogramming data with FeedMOM
- To receive summary level operating plan and budget execution data from the Momentum

SUBTASK IVb. Modify IRMS to use a new Account Code Structure (ACS)

In October 2010, a new ACS was approved for use against spending transactions beginning in October 2012, when it is expected that FSMP/BE will begin using the new code structure. IRMS will need to be modified to handle the new ACS while retaining backward compatibility with historical expense data.

SUBTASK IVc. Modify IRMS to operate under Windows 7

Although the Relational Database Management System (RDBMS) is fairly current (IRMS uses Oracle 11g), the user interface is not, based on the unsupported Oracle Forms 6. It is hoped that the old client-based user interface will continue to operate after the Agency moves from the Windows XP operating system to Windows 7, but there is some concern that it will not be entirely compatible and may have to be translated to a web-based interface, since Oracle no longer offers a client-based interface.

NOTE: Specific requirements for each deliverable will be identified at the time that the work request is initiated. Due dates for deliverables will be determined by the TDD COR and conveyed to the Vendor in writing.

DELIVERABLE ACCEPTANCE CRITERIA:

- All deliverables must be technically accurate, complete, clear, concise, timely, and grammatically correct and address the subject matter as required.
- During the review of deliverables the Task Order COR shall have the right to reject or require correction of any deficiencies found in the deliverables. In the event of rejection of any deliverable, the contractor will be notified in writing by the TOCOR of the specific reasons why the deliverable is being rejected. The contractor shall have 10 calendar days to correct the rejected deliverable and return it to the TOCOR. The following acceptance criterion applies to all tasks.

TERMS and CONDITIONS

Contractor Capabilities Maturity Model Integration (CMMI) Requirement: The contractor shall have a maturity level rating or capability level achievement profile that meets or exceeds Level 3 using a full benchmarking class of appraisal defined as a Class A appraisal. The appraisal of the contractor shall conform to the requirements defined in the Appraisal Requirements for CMMI (ARC) document. If subcontractors are used and not appraised to be at Level 3 as previously described, the prime contractors shall be responsible for ensuring their subcontractors follow the prime's CMMI Level 3 processes.

NOTE

It is the contractor's responsibility to maintain their CMMI Level 3 assessment. In the event of appraisal expiration, the contractor will be prohibited from future TO competitions (or re-competitions) until their Level 3 appraisal has been completed and re-instated.

Compliance with Information Technology Guidelines

All contractor work must comply with pertinent Federal and EPA information processing and telecommunications standard and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with EPA=s IT Architecture Roadmap and related implementation decisions, and EPA technical and operational standards as issued by its technology services organizations. The contractor shall observe the policies, procedures and formats published at www.epa.gov/irmpoli8 - IM & IT Policies That Affect Contractors Performing Work through EPA Issued Contracts.

Confidentiality Agreement

In the event that confidential or sensitive information may be given to or obtained by the Contractor in connection with or in the process of this solicitation, the Contractor and Contractor's personnel may be required to execute a confidentiality agreement. It will be incumbent upon the Contractor to ensure that any and all confidential information it receives by whatever means is kept confidential and is not released to any person or entity that is not required to have such information as a part of the preparation of a quote in response to this PWS.

Protection of EPA Data

The EPA's environmental databases, applications, and systems are a primary resource of the United States and appropriate protection of their integrity, confidentiality, and availability is an absolute necessity. The contractor shall ensure that work performed under this Task Order does not compromise the security of these systems or data contained therein, and shall execute a security program that protects their integrity, confidentiality, and availability consistent with EPA security policy. Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. The SES³ contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means, including appropriate background checks to help ensure trustworthiness of contractor employees.

Conformance to EPA Standards and EPA and Federal Policy

The contractor shall abide by all EPA regulations, policies, and procedures in effect during the Task Order period of performance. Please refer to the SES3 Blanket Purchase Agreement performance work statement for additional information.

Contracting Officer Representatives (CORs)

CORs include the BPA Project Officer (BPAPO), Deputy BPA Project Officer (DPAPO), Task Order COR (TOCOR), Deputy TOCOR (DTOCOR), and Technical Monitors (TM). Only a COR may issue TDDs, work requests, and technical direction. Only a COR may call meetings with customers, end-users, or clients. The contractor may schedule meetings with CORs. Meetings seeking technical clarification that does not involve tasking are informal in nature and do not require COR coordination.

Technical Direction

- (a) The BPA Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on task order performance.
- (b) Individuals other than the BPA Project Officer may be authorized to provide technical direction. A TOCOR, Technical Monitor, or other designee is authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order.
- (c) Technical direction includes:
- (1) Direction to the contractor which assists the contractor in accomplishing the Performance Work Statement.

 (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the scope of the BPA and the task order performance work statement. The BPA Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the BPA, task order; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the BPA, task order; (4) alters the period of performance; or (5) changes any of the other expressed terms or conditions of the BPA, task order.
- (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical directive document will be forwarded to the Contracting Officer and the BPA Project Officer.

Other Direct Costs and Travel

- (1) Other Direct Costs-Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the task order for which EPA may reimburse the Contractor. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below. The Task Order COR (TOCOR) may provide approval for materials and supplies up to \$500.00 (for a single item or a related group of items). For costs beyond \$500, the EPA Contracting Officer's approval is required. This consent is only intended to be a determination of technical reasonableness and is not a pre-determination as to the allowability of these costs. Equipment is considered to be "facilities" for the purpose of Part 45 of the Federal Acquisition Regulation and, with certain exceptions, may not be reimbursed as a direct charge to the contract.
- (2) Travel—Travel up to of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) is allowable as a charge to this task order with prior written consent of the TOCOR. Travel in excess of \$1,000.00 for a single trip (e.g. one trip for 3 people or 1 trip for 1 person) is not allowable as a charge to this task order without prior written consent of the Contracting Officer. Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

 (3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel
- (3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.
- (4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.
- (5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Travel Required By Contractor Staff

Contractor staff may be required to travel in support of this Task Order. The following shows the locations to which travel may occur.

City	
Ada	State
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Athens	GA
Cincinnati	ОН
Corvallis	OR
Duluth	
Edison	MN
Grosse Ile	NJ
Gulf Breeze	MI
	FL
Las Vegas	NV
Narragansett	RI
Newport	
Research Triangle Park	OR
Washington	NC
	DC

The contractor shall generate and submit to the TOCOR, a detailed Trip Report within five working days of completing the travel. The trip report shall contain the purpose of the trip, its length, location visited, issues/information obtained on the trip, action items and recommendations resulting from the trip that impact the services being delivered.

Training

The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the BPA Project Officer and/or Contracting Officer.

The contractor may include a request to use Government facilities for EPA-requested training only. The use of Government facilities for any other training is prohibited.

If a need arises for Government-unique training, the contractor shall submit a request to the Contracting Officer who will provide the contractor with written approval or disapproval of the request. Approval of a task order quote that includes training as an other direct cost element shall not be construed to mean the training is approved; i.e., disallowed unless approved by the Contracting Officer for EPA unique training.

Treatment of Confidential Business Information

- (a) The Task Order COR or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this task order. The Contractor agrees to use the CBI only under the following conditions:
- (1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the task order; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the TOCOR or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the task order, or upon completion of the task order.
- (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

- (3) The Contractor agrees that these task order conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.
- (4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.
- (b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include these provisions, including this paragraph (b), in all subcontracts awarded pursuant to this task order that require the furnishing of CBI to the subcontractor.

Handling Confidential Business Information

The Contractor shall notify the Government if any situation arises where contractor personnel may have had access to confidential business information, or sensitive information. The situation shall be handled in accordance with CBI related clauses in the contract and the Contractor shall promptly deliver the material to the TOPO for appropriate action.

Release of Contractor Confidential Business Information

- (a) The EPA may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this task order, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this task order or other contracts, the Contractor hereby consents to a limited release of its CBI.
- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:
- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et. al., and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
- (10) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.
- (d) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (e) The Contractor agrees to include these provisions, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this task order that require the furnishing of confidential business information by the subcontractor.

Government Contractor Relations

- (a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this task order shall not:
- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee Relationship:
- (1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (1) Payments by the Government under this task order are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.
- (5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.
- (e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
- (2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) confirm that the conduct is in violation and when necessary direct the mode of further performance;
 - (ii) countermand any communication regarded as a violation;
- (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

Option to Extend the Term of the Task Order

The Government may extend the term of the awarded task order by written notice to the Contractor within 30 days provided that EPA has given the Contractor a preliminary written notice to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the task order shall be considered to include this option. The total duration of the task order including the exercising of any option periods shall not exceed 36 months.

If the Government chooses to exercise the option to extend the term of the awarded task order, the task order may not be re-competed among the Vendors on the SES3 BPA. The Government will exercise the option if:

- (1) It is determined that exercising the option is advantageous to the Government considering price and availability of funds.
- (2) Performance has been acceptable under the terms and conditions of the contract.

EPAAR 1552.217-75 Option to extend the effective period of the contract—time and materials or labor hour contract.

Option To Extend the Effective Period of the Contract—Time and Materials or Labor Hour Contract (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 2 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days

of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

- (b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$284,651.00 for the first option period and a new and separate ceiling price of \$232,796.76 for the second option period.
- (c) The "Effective Period of the Contract" will be modified to cover a base period from 12/19/11 to 12/18/12 and option periods from 12/19/12 to 12/18/13 and 12/19/13 to 12/18/14.

(End of clause)

Key Personnel

1552.237-72 Key personnel.

Key Personnel (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)	Senior Technologist		8 8 8 80 8		
(b)(4)	☐Senior Technologist		v * * * *		
(b)(4)	Senior Business Systems Consu	ultant/l	Functional	Manag	ger

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)